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JACKSON, TN 38308
(731) 660-5770

(name, address, phone number)

State of Mississippi

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MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is SEPTEMBER 11, 2008. The parties and their addresses are:

GRANTOR:

RHEA OIL COMPANY, INCORPORATED
600 PICKWICK STREET
SAVANNAH TN 38372

TRUSTEE:

JOHN C CLARK
115 W WASHINGTON AVENUE
UNION CITY, TN 38261

LENDER:

JACKSON OIL WELL ROAD OFFICE
FIRST STATE BANK
480 OIL WELL ROAD
JACKSON, TN 38308

BACKGROUND. Grantor and Lender entered into a Security Instrument dated JANUARY 11, 2000 and recorded on JANUARY 18, 2000. The Security Instrument was recorded in the records of DESOTO County, Mississippi at Book 1181 Page 0416. The property is located in DESOTO County at SEE ATTACHED EXHIBIT A.

Described as:

885 EAST COMMERCE STREET, HERNANDO, MISSISSIPPI

MODIFICATION. For value received, Grantor and Lender agree to modify the original Security Instrument. Grantor and Lender agree that this Modification continues the effectiveness of the original Security Instrument. The Security Instrument was given to secure the original debts and obligations (whether identified as Secured Debts, Sums Secured, or otherwise) that now have been modified. Together with this Modification, the Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements. *(Include items such as borrower's name, note or contract amounts, interest rates (whether variable), maturity dates, etc.)*

BANK OF MADISON COUNTY, A BRANCH OF FIRST STATE BANK OF UNION CITY, TN FORMERLY A BRANCH OF BANK OF SHARON, EFFECTIVE UPON THE MERGER OF THE BANK CHARTERS ON 1/24/03. FIRST STATE BANK, SUCCESSOR IN INTEREST TO BANK OF MADISON COUNTY EFFECTIVE UPON THE NAME CHANGE ON 5/1/08;
EXTEND MATURITY DATE TO 1/11/15.

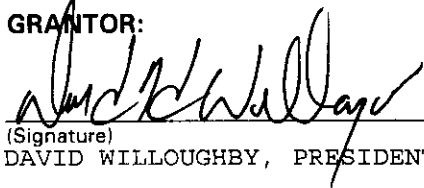
☒ **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by the Security Instrument at any one time will not exceed \$4,250,000.00 ☐ which is a \$ _____
☐ increase ☐ decrease in the total principal amount secured. This limitation of amount does not include interest and other fees and charges validly made pursuant to the Security Instrument. Also, this limitation does not apply to advances made under the terms of the Security Instrument to protect Lender's security and to perform any of the covenants contained in the Security Instrument.

WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the property. Grantor also warrants that such same property is unencumbered, except for encumbrances of record.

CONTINUATION OF TERMS. Except as specifically amended in this Modification, all terms of the Security Instrument remain in effect.

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of the Modification.

GRANTOR:


(Signature) (Date)
DAVID WILLOUGHBY, PRESIDENT

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

LENDER: JACKSON OIL WELL ROAD OFFICE
FIRST STATE BANK

By 
RICK L WEBB

ACKNOWLEDGMENT:

STATE OF _____, COUNTY OF _____ } ss.
 (Individual) Personally appeared before me, the notary named below, _____

with whom I am personally acquainted, and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this _____ day of _____.

My commission expires: _____

(Seal)

(Notary Public)

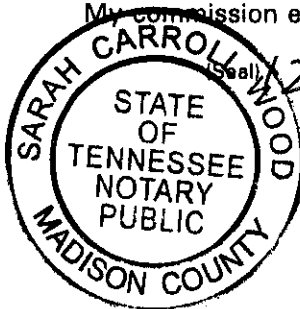
ACKNOWLEDGMENT:

STATE OF Tennessee, COUNTY OF Madison } ss.
 (Lender) On this 30 day of October, 2008, before me appeared

Rick Webb,
 to me personally known (or proved to me on the basis of satisfactory evidence),
 who, being by me duly sworn or affirmed did say that (he/she/they) is/are the
Community Bank President (Titles)
 of First State Bank (Name of Business or Entity)

a(n) state banking association and that (the seal affixed to the instrument
 is the seal of said) (no seal has been procured by said) business or entity, and that
 the instrument was signed and sealed, if applicable, on behalf of said business or
 entity by authority of its board of directors/partners/members (or other governing
 body), and said Community Bank President
 acknowledged the instrument to be the free act and deed of said business or entity.

My commission expires: _____



Sarah Carroll Wood
 (Notary Public)

Mail Tax Bills to:

DEED OF TRUST ATTACHMENT
ACKNOWLEDGEMENT

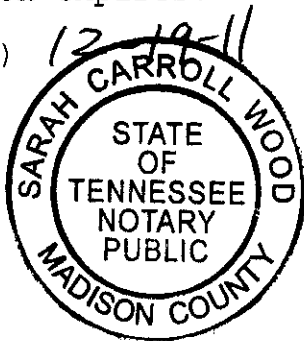
STATE OF Tennessee

COUNTY OF Madison

On this 30 day of October, 2008, before me appeared David
Willoughby, to me personally known (or proved to me on the
basis of satisfactory evidence), who, being by me duly sworn or affirmed did
say that he/she/they is/ are the President
(Titles) of Rhea Oil Company, Incorporated (Name of
Business or Entity) a(n) Tennessee Corporation and that (the
seal affixed to the instrument is the seal of said) (no seal has been procured
by said) business or entity, and that the instrument was signed and sealed, if
applicable, on behalf of said business or entity by authority of its board of
directors/partners/members (or other governing body), and said President
, acknowledged the instrument to be free act and deed of
said business or entity.

My commission expires:

(seal) 12-19-11



Sarah Carroll Wood
(Notary Public)

Legal Description

Tract 1: Description of the Rhea Oil Company, Inc. property recorded in Book 163, Page 607 and being located in the Southeast Corner of the Northeast Quarter of Section 18, Township 3 South, Range 7 West in Hernando, DeSoto County, Mississippi;

Commencing at a point in the centerline of East Commerce Street (120' R.O.W.), said point being 723.90 feet \pm west of the Southeast Corner of the Northeast Quarter of Section 18, Township 3 South, Range 7 West; thence south 02 degrees 53 minutes 59 seconds east, 59.67 feet to a found concrete monument in the south line of said East Commerce Street, said point being the northwest corner of said property recorded in Book 163, Page 607 and being in the east line of Interstate No. 55 and being the Point of Beginning; thence north 87 degrees 06 minutes 01 seconds east along the south line of said East Commerce Street, 200.00 feet to a set $\frac{1}{2}$ " rebar with plastic cap in the east line of said property recorded in Book 163, Page 607 and being in a west line of the Optima, Inc. property recorded in Book 267, Page 252; thence south 03 degrees 31 minutes 58 seconds east along the east line of said property recorded in Book 163, Page 607 and along a west line of said property recorded in Book 267, Page 252, 200.16 feet to a set $\frac{1}{2}$ " rebar with plastic cap in the south line of said property recorded in Book 163, Page 607 and in a north line of said property recorded in Book 267, Page 252; thence south 87 degrees 06 minutes 01 seconds west along the south line of said property recorded in Book 163, Page 607 and along a north line of said property recorded in Book 267, Page 252, 185.25 feet to a found 1" pipe in the west line of said property recorded in Book 163, Page 607 and in the east line of said Interstate No. 55; thence north 07 degrees 44 minutes 37 seconds west along the west line of said property recorded in Book 163, Page 607 and along the east line of said Interstate No. 55, 200.87 feet to the point of beginning and containing 38,554 square feet or 0.885 acres of land.

Tract 2 - Perpetual Easement: Description of the Perpetual Easement for a sign site recorded in Book 163, Page 607 being part of the Optima, Inc. property recorded in Book 267, Page 252 and being located in the Southeast Corner of the Northeast Quarter of Section 18, Township 3 South, Range 7 West in Hernando, DeSoto County, Mississippi;

Commencing at a point in the centerline of East Commerce Street (120' R.O.W.), said point being 723.90 feet \pm west of the Southeast Corner of the Northeast Quarter of Section 18, Township 3 South, Range 7 West; thence south 02 degrees 53 minutes 59 seconds east, 59.67 feet to a found concrete monument in the south line of said East Commerce Street, said point being the northwest corner of the Rhea Oil Company, Inc. property recorded in Book 163, Page 607 and being in the east line of Interstate No. 55; thence south 07 degrees 44 minutes 37 seconds east along the west line of said property recorded in Book 163, Page 607 and along the west line of said property recorded in Book 267, Page 252 and along the east line of said Interstate No. 55, 370.20 feet to a found $\frac{1}{2}$ " pinch pipe, said point being the Point of Beginning; thence across said property recorded in Book 267, Page 252 the following calls: north 82 degrees 15 minutes 23 seconds east, 30.00 feet to a set $\frac{1}{4}$ " rebar with plastic cap; south 07 degrees 44 minutes 37 seconds east, 29.74 feet to a set $\frac{1}{4}$ " rebar with plastic cap in the south line of said property recorded in Book 267, Page 252 and in a north line of Lot 5, I-55 East Commercial Subdivision recorded in Plat Book 41, Page 6; thence south 82 degrees 15 minutes 23 seconds west along the south line of said property recorded in Book 267, Page 252 and along the north line of said Lot 5 recorded in Plat Book 41, Page 6, 30.00 feet to a found $\frac{1}{2}$ " pinch pipe in the west line of said property recorded in Book 267, Page 252 and in the east line of said Interstate No. 55; thence north 07 degrees 44 minutes 37 seconds west along the west line of said property recorded in Book 267, Page 252 and along the east line of said Interstate No. 55, 29.74 feet to the point of beginning and containing 892 square feet or 0.020 acres of land.

Exhibit "A"